

31. VOLUNTARY EARLY TERMINATION AND PURCHASE THE VEHICLE You may purchase the Vehicle from the Lessor or a party designated by Finance Company at any time if You are not in default. If You have a Monthly Payment Lease, you must pay the following: (a) the Unpaid Adjusted Capitalized Cost, plus (b) the amount by which the lease end purchase option price (Item 10) exceeds the Residual Value (Item 7d), plus (c) official fees and taxes, plus (d) all other amounts then due under this lease (except charges for excess wear and use and mileage). You may also be charged a reasonable documentary fee if allowed by law. If You have an Advance Payment Lease, you must pay the following: (a) the lease end purchase option price (Item 10) less (b) any unearned Rent Charges, plus (c) official fees and taxes, plus (d) all other amounts then due under this lease (except charges for excess wear and use and mileage). You may also be charged a reasonable documentary fee if allowed by law.

32. DEFINITION OF TERMS

Unpaid Adjusted Capitalized Cost If You have a Monthly Payment Lease, the Unpaid Adjusted Capitalized Cost is an amount that starts with the Adjusted Capitalized Cost and is reduced each month on the due date by the difference between the Base Monthly Payment and the part of the Rent Charge earned in that month on an **actuarial basis**.

If You have an Advance Payment Lease, the Unpaid Adjusted Capitalized Cost is an amount that starts with the Adjusted Capitalized Cost less the Base Payment. This amount is increased each month on the due date by the part of the Rent Charge earned in that month on an **actuarial basis**.

In both cases, rent charges are earned when due. Lessor or Finance Company will provide You with an explanation of the actuarial method upon request.

Fair Market Wholesale Value will be: (a) an amount agreed to by You and Lessor or Finance Company, or (b) the value which could be realized at the wholesale sale of the Vehicle, as determined by a professional appraisal obtained by You at Your expense within **10** days from termination from an independent third party agreeable to Finance Company, or (c) if not established by agreement or appraisal, the net amount received by Finance Company, Holder or its designated intermediary upon the sale of the Vehicle at wholesale or other commercially reasonable manner.

Monthly Payment If You have a Monthly Payment Lease, Monthly Payment is the Total Payment (Item 7m). If You have an Advance Payment Lease, Monthly Payment is the Total Payment (Item 7m) divided by the Lease Term in Months (Item 7n).

Base Monthly Payment If You have a Monthly Payment Lease, Base Monthly Payment is the Base Payment (Item 7i). If You have an Advance Payment Lease, Base Monthly Payment is the Base Payment (Item 7i) divided by the Lease Term in Months (Item 7n).

33. CONTACT NUMBER FOR FINANCE COMPANY Please contact Finance Company at the telephone number or website listed in this lease if You have any questions regarding terminating Your lease or purchasing the Vehicle.

34. YOUR ODOMETER OBLIGATIONS Federal law requires You to complete a statement of the Vehicle's mileage at the end of this lease. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.

DEFAULT AND LOSS OF VEHICLE

35. DEFAULT You will be in default if (a) You fail to make any payment when due, or (b) a bankruptcy petition is filed by or against You, or (c) any governmental authority seizes the Vehicle and does not promptly and unconditionally release the Vehicle to You, or (d) You have provided false or misleading material information when applying for this lease, or (e) You fail to keep any other agreement in this lease.

If You leased the Vehicle primarily for personal, family or household use, and Your default consists solely of the failure to make timely Monthly Payments, Finance Company will allow You an opportunity to cure the default and reinstate the Lease by paying all past due Monthly Payments and delinquency charges, plus the actual and reasonable costs of repossession, storage, pickup and re-delivery within twenty-five days after written notice is sent to You. Finance Company is only obligated to offer You this reinstatement right once during the term of this Lease.

If You are in default, Finance Company may cancel this lease, take back the Vehicle and sell it at a public or private sale. You also give Finance Company the right to go on Your property to peacefully retake the Vehicle. Even if Finance Company retakes the Vehicle, You must pay at once: (a) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the value which could be realized at the wholesale sale of the Vehicle, plus (b) all other amounts then due under this lease.

If You have an Advance Payment Lease and the value which could be realized at the wholesale sale of the Vehicle exceeds the Unpaid Adjusted Capitalized Cost, You will receive a credit for the difference.

The value which could be realized at the wholesale sale of the Vehicle, at Your option will be: (a) the net amount received by Finance Company, Holder or its designated intermediary upon the sale of the vehicle at wholesale or other commercially reasonable manner, or (b) as determined by a professional appraisal obtained by You at Your expense within **10** days from default, from an independent third party agreeable to Finance Company. You must also pay all expenses, including reasonable attorney's fees not to exceed **15%** of the amount due and payable, payable by Finance Company to obtain, hold and sell the Vehicle, collect amounts due and enforce Holder's rights under this lease.

36. THEFT, CONFISCATION OR DESTRUCTION OF VEHICLE **If the Vehicle is stolen, confiscated or destroyed, You will not owe the difference between (a) the Unpaid Adjusted Capitalized Cost, and (b) the Actual Cash Value of the Vehicle. You will pay to Finance Company: (a) any past due Monthly Payments, plus (b) the amount of the Actual Cash Value of the Vehicle, plus (c) all other amounts due under this lease (except charges for excess wear and use and mileage).**

Actual Cash Value of the Vehicle will be the cash value of the Vehicle immediately prior to its theft, confiscation or destruction: (a) as determined by the Lessee's insurance company, or (b) in the event You have failed to obtain or maintain the insurance required under this Lease, the Vehicle's retail value determined by the applicable vehicle appraisal guide published by the N.A.D.A. Official Used Car Guide® Company.

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ADDITIONAL INFORMATION

- 37. ASSIGNMENT AND ADMINISTRATION** When You and Lessor sign this lease, Lessor will assign it to Holder. Finance Company or a substitute will administer this lease. You must then pay, in U.S. funds, all amounts due under this lease to Finance Company. If Finance Company is not the Holder of this lease, Holder has appointed Finance Company as its agent. As agent for Holder, Finance Company has the power to act on Holder's behalf to administer, enforce, and defend this lease. If Lessor has agreed to repair or maintain the Vehicle, obtain any insurance or perform any other service, You will look only to the Lessor for these services.
- 38. TAXES** You will promptly pay all fees, charges, and taxes relating to the lease or Vehicle (except for Lessor's or Holder's income taxes). You will pay these amounts even if they are assessed after lease end.
- 39. TITLING** The Vehicle will be titled in the name of Holder. There may be a lienholder listed as well. You will register the Vehicle as directed by Finance Company. You will pay all license, title and registration costs.
- 40. INDEMNITY** You will indemnify and hold harmless Lessor, Finance Company and Holder and their assigns from any loss or damage to the Vehicle and its contents and from all claims, losses, injuries, expenses and costs related to the use, maintenance, or condition of the Vehicle. You are responsible for promptly paying all fines and tickets, including parking tickets, imposed on the Vehicle or its driver. If both a Lessee and Co-Lessee signed this lease, each party is jointly and severally liable for the payment of these fines and tickets. If You do not pay, You will reimburse Finance Company and pay a **\$20** administration fee, unless prohibited by law, for every such fine, ticket, or penalty that must be paid on Your behalf.
- 41. SECURITY DEPOSIT** Your security deposit may be used by Finance Company to pay all amounts that You fail to pay under this Lease. You will not receive any interest, profits or other earnings on Your security deposit(s).
- 42. SERVICING AND COLLECTION** You agree that Lessor, Finance Company, Holder and their affiliates, agents and service providers may monitor and record telephone calls regarding your account to assure the quality of our service or for other reasons. You also expressly consent and agree that Lessor, Finance Company, Holder and their affiliates, agents and service providers may use written, electronic or verbal means to contact you. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. You agree that Lessor, Finance Company, Holder and their affiliates, agents and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result.
- 43. CONSUMER REPORTS** You authorize Finance Company and Holder to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this lease.
- 44. GENERAL** Except as otherwise provided by the law of the state where You reside, the law that will apply to this lease is the law of the state where the Lessor's place of business is, as set forth in this lease. If that law does not allow any of the agreements in this lease, the ones that are not allowed will be void. The rest of this lease will still be valid.
- 45. ELECTRONIC RECORDS AND SIGNATURES AND CONVERSION TO PAPER** You agree to use electronic records and electronic signatures to document this lease. Your electronic signatures will have the same effect as signatures on a paper lease. There will be one authoritative copy of this lease. It will be the electronic copy in a document management system the Creditor designates for storing it. The Creditor may convert that authoritative copy to a paper original. The Creditor will do so by printing one paper copy marked "Original." This paper original will have your electronic signature on it. It will have the same effect as if you had signed it originally on paper.

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY
ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Lessor/ Finance Company/Holder ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Neither party waives the right to arbitrate by first filing suit in a court of law. Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this provision, or arbitrability of any issue except for class certification; 3) Claims between you and us, our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- **RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY**
- **RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION**
- **BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT**
- **RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR**
- **OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT**

RIGHTS YOU AND WE DO NOT GIVE UP: If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the ownership interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; 4) Right to request that a court of law review whether the arbitrator exceeded its authority; and 5) Right to seek remedies in small claims court for disputes or claims within that court's jurisdiction.

You or we may choose the American Arbitration Association, (www.adr.org), or any other organization subject to our approval, to conduct the arbitration. The applicable rules (the "Rules") may be obtained from the selected organization. If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration decision shall be in writing with a supporting opinion. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. To the extent that the total of your filing, administration, service or case management fee and your arbitrator or hearing fee exceeds \$200, we will pay the amount in excess of \$200, unless you choose to pay one-half of the total or unless the fees are reallocated in the award under applicable law or the organization's rules.

Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. Any portion of this arbitration provision that is unenforceable shall be severed, and the remaining provisions shall be enforced. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this arbitration provision shall be unenforceable. The validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

SIGNATURES AND IMPORTANT NOTICES

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Finance Company.

Lessee: DOUGLAS J FILARDO

By: xD  Title: N/A

Co-Lessee: N/A

By: xD N/A Title:

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION IN THIS CONTRACT.

**NOTICE TO THE LESSEE: 1. Do not sign this agreement before You read it or if it contains any blank space.
2. You are entitled to a completely filled-in copy of this agreement when You sign it.**

You acknowledge that You received a filled-in copy of this lease at the time You signed it and notice of an assignment of this lease by the Lessor to Holder.

MOTOR VEHICLE LEASE AGREEMENT

Lessee: DOUGLAS J FILARDO

By: xE  Title: N/A

Co-Lessee: N/A

By: xE N/A Title:

Lessor and Lessee are hereby notified that Holder has assigned to QI Exchange, in its capacity as Holder's qualified intermediary, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination.
Lessor accepts this lease and assigns it to Holder under the terms of the lease plan agreement between Lessor and Holder.

Lessor: HASSETT LINCOLN MERCURY

By: xF  Title: F&I Manager

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CAB EAST LLC
PO BOX 105704
ATLANTA

GA 30348

004710

CERTIFICATE OF TITLE

NEW YORK STATE

dmv.ny.gov



Title and Identification No.

1FTER4FH9LLA70969
1FTER4FH9LLA70969

Year

2020

Make

FORD

Model Code

RNG

Body/Hull

PICK

* * LIENS * *

Document No.

[REDACTED]

Color

BK

Wt./Sts./Lgth.

4317

Fuel

GAS

Cyl./Prop.

4

New or Used

NEW

Type of Title

VEHICLE

Date Issued

11/30/20

Name and Address of Owner(s)

CAB EAST LLC
PO BOX 105704
ATLANTA GA

ODOMETER READING:

00066

ACTUAL MILEAGE

00066

This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.

Lienholder

HTD LEASING LLC
PO BOX 105704
ATLANTA

GA 30348

Lienholder

01

* ONE LIEN RECORDED *

Lienholder

Lienholder

* ONE LIEN RECORDED *

* ONE LIEN RECORDED *

MV-999 (1/15)

DEPARTMENT OF MOTOR VEHICLES

VOID IF ALTERED

VOID IF ALTERED